

**First Regular Session
Seventy-second General Assembly
STATE OF COLORADO**

REENGROSSED

*This Version Includes All Amendments
Adopted in the House of Introduction*

LLS NO. 19-0013.02 Conrad Imel x2313

HOUSE BILL 19-1118

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A BILL FOR AN ACT

101 **CONCERNING THE TIME ALLOWED FOR A TENANT TO CURE A LEASE**
102 **VIOLATION THAT IS NOT A SUBSTANTIAL VIOLATION.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

Current law requires a landlord to provide a tenant 3 days to cure a violation for unpaid rent or any other condition or covenant of a lease agreement, other than a substantial violation, before the landlord can initiate eviction proceedings based on that unpaid rent or other violation. Current law also requires 3 days' notice prior to a tenancy being terminated for a subsequent violation of a condition or covenant of a lease

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.

HOUSE
3rd Reading Unamended
March 15, 2019

HOUSE
Amended 2nd Reading
March 11, 2019

agreement.

The bill requires a landlord to provide a tenant 14 days to cure a violation for unpaid rent or for a first violation of any other condition or covenant of a lease agreement, other than a substantial violation, before the landlord can initiate eviction proceedings. The bill requires 14 days' notice prior to the landlord terminating a lease agreement for a subsequent violation of the same condition or covenant of the agreement.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, 13-40-104, **amend**
3 (1)(d), (1)(e), and (1)(e.5)(II); and **add (5)** as follows:

4 **13-40-104. Unlawful detention defined.** (1) Any person is guilty
5 of an unlawful detention of real property in the following cases:

6 (d) When such tenant or lessee holds over without permission of
7 ~~his~~ THE TENANT'S OR LESSEE'S landlord after any default in the payment
8 of rent pursuant to the agreement under which ~~he~~ THE TENANT OR LESSEE
9 holds, and, ~~three~~ TEN days' notice in writing has been duly served upon
10 the tenant or lessee holding over, requiring in the alternative the payment
11 of the rent or the possession of the ~~premises~~; EXCEPT THAT, FOR A
12 NONRESIDENTIAL AGREEMENT OR AN EMPLOYER-PROVIDED HOUSING
13 AGREEMENT, THREE DAYS' NOTICE IS REQUIRED PURSUANT TO THIS
14 SECTION. No such agreement shall contain a waiver by the tenant of the
15 ~~three days'~~ notice requirement of this ~~paragraph~~ (d) SUBSECTION (1)(d).
16 It ~~shall~~ IS not ~~be~~ necessary, in order to work a forfeiture of such
17 agreement, for nonpayment of rent, to make a demand for such rent on the
18 day on which the same becomes due; but a failure to pay such rent upon
19 demand, when made, works a forfeiture.

20 (e) When such tenant or lessee holds over, without such
21 permission, contrary to any other condition or covenant of the agreement
22 under which such tenant or lessee holds, and ~~three~~ TEN days' notice in

1 writing has been duly served upon such tenant or lessee requiring in the
2 alternative the compliance with such condition or covenant or the delivery
3 of the possession of the premises so held; EXCEPT THAT, FOR A
4 NONRESIDENTIAL AGREEMENT OR AN EMPLOYER-PROVIDED HOUSING
5 AGREEMENT, THREE DAYS' NOTICE IS REQUIRED PURSUANT TO THIS
6 SECTION.

7 (e.5)(II) A tenancy PURSUANT TO A RESIDENTIAL AGREEMENT may
8 be terminated at any time pursuant to this paragraph (e.5) SUBSECTION
9 (1)(e.5) on the basis of a subsequent violation OF THE SAME CONDITION OR
10 COVENANT OF THE AGREEMENT. The termination shall be OF A
11 RESIDENTIAL TENANCY IS effective three TEN days after service of written
12 notice to quit. NOTWITHSTANDING ANY OTHER PROVISION OF THIS
13 SUBSECTION (1)(e.5)(II), A TENANCY PURSUANT TO A NONRESIDENTIAL
14 AGREEMENT OR AN EMPLOYER-PROVIDED HOUSING AGREEMENT MAY BE
15 TERMINATED AT ANY TIME PURSUANT TO THIS SUBSECTION (1)(e.5) ON THE
16 BASIS OF A SUBSEQUENT VIOLATION. THE TERMINATION OF A
17 NONRESIDENTIAL TENANCY OR AN EMPLOYER-PROVIDED HOUSING
18 TENANCY IS EFFECTIVE THREE DAYS AFTER SERVICE OF WRITTEN NOTICE
19 TO QUIT.

20 (5) FOR THE PURPOSES OF THIS SECTION, "EMPLOYER-PROVIDED
21 HOUSING AGREEMENT" MEANS A RESIDENTIAL TENANCY AGREEMENT
22 BETWEEN AN EMPLOYEE AND AN EMPLOYER WHEN THE EMPLOYER OR AN
23 AFFILIATE OF THE EMPLOYER ACTS AS A LANDLORD.

24 **SECTION 2. Safety clause.** The general assembly hereby finds,
25 determines, and declares that this act is necessary for the immediate
26 preservation of the public peace, health, and safety.